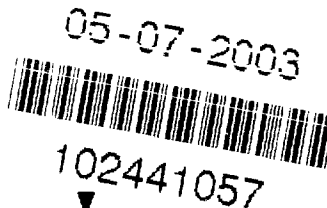


Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RI



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

USAPubs, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 04/25/2003

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association, as Administrative Agent

Internal

Address: _____

Street Address: 201 S. College Street, CP-8

City: Charlotte State: NC Zip: 28288

- ☐ Individual(s) citizenship _____
☒ Association national banking association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 74/916031

B. Trademark Registration No.(s) _____

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David R. Lapp, Esq.

Internal Address: _____

Kennedy Covington Lobdell & Hickman, L.L.P.

Street Address: 214 N. Tryon Street, 47th FL

City: Charlotte State: NC Zip: 28202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

David R. Lapp, Esq.

Name of Person Signing

David R. Lapp
Signature

4/25/03

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

05/06/2003 6TOM11 00000100 74916031

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TRADEMARK
REEL: 002725 FRAME: 0840

TRADEMARK SECURITY AGREEMENT

WHEREAS, USAPUBS, INC. (f/k/a USApubs.com, Inc.), a corporation organized under the laws of Delaware (the "Grantor"), owns the Trademarks and the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to a Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of July 16, 1999 among Special Data Processing Corporation, as borrower (the "Borrower"), such Lenders party thereto (collectively, the "Lenders") and Wachovia Bank, National Association (f/k/a First Union National Bank), as administrative agent for the ratable benefit of itself and the Lenders (the "Administrative Agent"), the Lenders have agreed to extend certain Loans according to the terms and conditions more particularly described in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Amended and Restated Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement;" all capitalized terms defined in the Credit Agreement or the Guarantee and Collateral Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Guarantee and Collateral Agreement), between the Borrower, the Grantor, and certain of their Subsidiaries and the Administrative Agent, the Grantor has granted to the Administrative Agent, for the ratable benefit of itself and the Lenders, a security interest in certain assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower or the Grantor under the Credit Agreement and the other Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Administrative Agent, for the ratable benefit of itself and the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter created or acquired in order to secure the Obligations referred to herein:

- (1) each Trademark, including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future

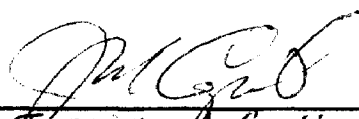
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(a) infringement or dilution of any Trademark including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto and the trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark or trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 25th day of April, 2003.

USAPUBS, INC.

By: 
Name: J. Michael Cupito
Title: Secretary

Agreed and Accepted as of the
_____ day of April, 2003.

WACHOVIA BANK, NATIONAL ASSOCIATION
(f/k/a First Union National Bank), as Administrative
Agent

By: _____
Name: _____
Title: _____

[Trademark Security Agreement]


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 25th day of April, 2003.

USAPUBS, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted as of the
25th day of April, 2003.

WACHOVIA BANK, NATIONAL ASSOCIATION
(f/k/a First Union National Bank), as Administrative
Agent

By: 
Name: ANNE D. BREHONY
Title: DIRECTOR

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Pinellas

I, Rolena Clinger Drew, a Notary Public for said County and State, do hereby certify that J. Michael Cepito personally appeared before me this day and stated that (s)he is Secretary of USApubs, Inc. and acknowledged, on behalf of USApubs, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 25th day of April, 2003.

Rolena Clinger Drew
Notary Public

My commission expires:



[Trademark Security Agreement]

Schedule 1
to Trademark
Security Agreement

TRADEMARK REGISTRATIONS

NONE

TRADEMARK APPLICATIONS

Pub Points
Federal SM 75/916,031
Notice of Allowance Filed 04/17/01
Statement of Use or 4th Request for Extension was filed on 04/10/03

TRADEMARK LICENSES

NONE

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